
PART 1

BIDDING REQUIREMENTS



City of Key West
Invitation to Bid
Building and Structural Repairs for City Facilities
ITB No. 25-021

NOTICE: Pursuant to Sec. 2-770 of the City's Code of Ordinance, The City of Key West ('hereinafter referred to as the "City"') will accept sealed bids for consideration to provide the services detailed in the scope of services listed below, bids shall be received until **3:00 P.M. on November 12, 2025**. The submittals shall be clearly marked **"ITB No. 25-021 – Building and Structural Repairs for City Facilities."**

The proposed projects shall include the furnishing of all site preparation, materials, equipment, labor, supervision, and incidentals necessary to perform and complete the improvements detailed in this Invitation to Bid (ITB), in accordance with all applicable laws, codes, standards, and specifications. A general summary of the work to be performed under this solicitation is provided below and in the scope of work provided in this ITB; however, bidders are responsible for reviewing the full scope and project documents in their entirety.

Douglass Gym – Spalling Repairs, Stage Floor, Window and Flashing - The project at Douglass Gym will address critical facility maintenance needs to ensure safety, usability, and preservation of the building. Scope of work includes repairing areas of concrete spalling to restore structural integrity, and installation or repair of windows and associated flashing to prevent water intrusion and protect against weather damage.

201 William Street – Spalling Repairs - This project involves repairing spalling concrete at the City-owned facility located at 201 William Street. The repairs are intended to restore structural soundness, prevent further deterioration, and extend the useful life of the building while maintaining safe conditions for staff and visitors.

The City will conduct a mandatory on-site visit for the project set to take place at 201 William Street on October 15, 2025, at 10:00 AM, located at 201 William Street, Key West, Florida 33040.

All submittals shall be publicly opened and recorded on November 12, 2025, at 3:00 P.M. Late submittals shall not be accepted or considered.**

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire bid package on each flash drive. Bid packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Bids for ITB No. 25-021 – Building and Structural Repairs for City Facilities" addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via Onvia DemandStar, the central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.

Each response must be submitted on the prescribed form and accompanied by a bid security as prescribed in the instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the bid amount.

The Bidder must be a licensed contractor by the state of Florida and submit proof of such with the bid.

The successful Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within ten (10) days following the Notice of Award and must demonstrate that they hold at a minimum, the following licenses & certificates.

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.
- C. A valid occupational license issued by the City of Key West, Florida

All bid bonds, insurance contracts, and Certificates of Insurance (COI) shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having their place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a contract is awarded for the work contemplated herein, the City will conduct such an investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this contract. Upon request, the Bidder shall submit such information as deemed necessary by the City to evaluate the Bidder's qualifications.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to Lucas Torres-Bull, Procurement Manager, at lucas.torresbull@cityofkeywest-fl.gov.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the County and City as would be required within ten (10) days of the award. The successful Bidder must also be able to satisfy the City's Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids for any and/or all of the following reasons:

(1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City.

INSTRUCTIONS TO BIDDERS

CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing at least ten (10) calendar days prior to bid opening an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand Star. Bidders shall submit with their bids, or indicate receipt of, all Addenda. The City will not be responsible for any other explanation or interpretations of said documents.

GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

QUALIFICATION OF BIDDERS

The prospective Bidders must meet the statutorily prescribed requirements before the award of a contract by the City. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid for and perform the work specified herein.

BIDDER'S UNDERSTANDING

Each Bidder must inform themselves of the conditions relating to the execution of the work, and it is assumed that they will inspect the site and make themselves thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of their obligation to enter a contract and complete the contemplated work in strict accordance with the Contract Documents. The Bidder is responsible for verifying, to their complete satisfaction, all information related to the site and subsurface conditions.

The City will make available to prospective Bidders upon request and at the office of the Engineer prior to bid opening, any information that the City may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform themselves of, and the Bidder awarded a contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

TYPE OF BID

A. LUMP SUM

The bid for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all line items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

The Bidder shall submit a Schedule of Values with their bid. It shall be broken down by trade/type of work and include the cost of all labor & materials for use as a basis for payment.

PREPARATION OF BIDS

A. GENERAL

All blank spaces in the Bid Form must be filled in, as required, preferably in black ink or typewritten. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one bid from any individual, firm, partnership, or corporation, under the same or different names will be considered. Should it appear to the City that any Bidder is interested in more than one bid for work contemplated, all bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign their bid in the blank space provided, therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior

to the opening of bids or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in addition to Article 39; *Ordinances, Permits, And Licenses*, as set forth in the General Conditions.

The Bidder shall submit with their bid, experience records showing their experience and expertise in the specified work. Such experience records shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State of Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner and name of Owner's contact person and phone number.
6. Designer and name of Designer's contact person and phone number.

The Bidder shall submit with their bid a list of items to be performed by their own laborers and that performed by Subcontractors or others.

D. ATTACHMENTS

Each Bidder shall complete and submit the following forms with their bid:

Anti-Kickback Affidavit
Non-Collusion Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Local Vendors Form
Domestic Partnership Affidavit
Vendor Certification Regarding Scrutinized Companies Lists
Cone of Silence Affidavit
Non-Coercive Conduct Affidavit
E-Verify Affidavit
Florida Trench Safety Act
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their bid on the form provided herein.

F. CITY OF KEY WEST LICENSE REQUIRED

Bidders are required to have a Certified or Registered General Contractors City of Key West license. License fees do not exceed \$410.00. License shall be obtained within ten (10) days of

Notice of Award.

STATE AND LOCAL SALES AND USE TAXES

Unless the General Conditions contains a statement that the City is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this contract, the Bidder, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in bid shall include all nonexempt sales and use taxes unless provision is made in the bid form to separately itemize the tax.

SUBMISSION OF BIDS

All bids must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid Forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

Each bid must be submitted in a sealed envelope, clearly marked as to indicate the Bidder's name and its contents without being opened and addressed in conformance with the instructions in the Invitation to Bid.

MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of bids, any bid submitted may be withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of bid. No bid may be withdrawn after the time scheduled for opening of bids, unless the time specified in paragraph Award of Contract of these Instructions to Bidders shall have elapsed.

BID SECURITY

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw their bid for a period of ninety (90) days after the bid opening, and that if awarded the contract, the successful Bidder will execute the attached contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond on behalf of the Surety must attach a notarized copy of their power-of-attorney as evidence of their authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, they shall use the Bid Bond Form bound herewith, or one conforming substantially thereto in form and content.

RETURN OF BID SECURITY

Within fifteen (15) days after the award of the contract, the City will return the bid securities to all

Bidders whose bids are not to be further considered in awarding the contract. Retained bid securities will be held until the contract has been finally executed, after which all bid securities, other than the Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose bids they accompanied.

AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of bids, the City will accept one or more of the bids or will act in accordance with the following paragraphs. The acceptance of the bid will be by written Notice of Award, mailed to the office designated in the bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the City may award the contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred and twenty (120) days after the opening of bids.

The City reserves the right to accept or reject any or all bids, and to waive any informalities and irregularities in said bids.

BASIS OF AWARD

The City may, at its sole discretion, award this Invitation to Bid as a single contract encompassing all projects or as separate contracts for each individual project. Awards will be made to the lowest responsive and responsible Bidder(s) whose proposal(s), in the City's judgment, best serve the City's interests.

If any contract awarded under this ITB is funded in whole or in part by state-appropriated funds, the City will not apply or enforce any local vendor preference, residency requirement, or other condition preempted by § 255.0992, Fla. Stat. In such event, any conflicting local preference requirement, including City of Key West Code § 2-798, is deemed inapplicable to the affected award.

EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the City one (1) original contract and two (2) copies in the form hereto attached, together with the Certificate of Insurance (COI) as required in the Contract Documents and evidence of holding required licenses and certificates. Within ten (10) working days after receiving the signed contract from the successful Bidder, the City's authorized agent will sign the contract. Signatures by both parties constitutes execution of the contract.

CONTRACT BONDS

The successful Bidder shall file with the City, at the time of delivery of the signed contract, a Performance Bond and Payment Bond for each award project on the form bound herewith, each in the full amount of each project price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the City. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City, shall be

authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The Bidder shall supply the City with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the Bidder may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

POWER OF ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his/ her power-of-attorney as evidence of his/ her authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of attorney will have the same date

FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a contract awarded to them and who fails to promptly and properly execute the contract shall forfeit the bid security that accompanied their bid, and the bid security shall be retained as liquidated damages by the City, and it is agreed that this said sum is a fair estimate of the amount of damages the City will sustain in case the Bidder fails to enter into a contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

TIME OF COMPLETION

The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Bidder receives a Notice to Proceed, they shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this bid.

The term of this contract will be **one hundred and eighty (180)** calendar days.

If the Bidder fails to achieve Final Completion by the Completion Date agreed upon by both parties, the Bidder shall be liable to pay the City liquidated damages in the amount provided below based on the total project cost. The specific daily liquidated damages will be determined on a project-by-project basis and mutually agreed upon by both parties prior to the acceptance of each Task Order.

Total Project Cost	Daily Charge Per Calendar Day
\$50,000 and under.....	\$763
Over \$50,000 but less than \$250,000.....	\$958
\$250,000 but less than \$500,000.....	\$1,099
\$500,000 but less than \$2,500,000.....	\$1,584
\$2,500,000 but less than \$5,000,000.....	\$2,811
\$5,000,000 but less than \$10,000,000.....	\$3,645
\$10,000,000 but less than \$15,000,000.....	\$4,217
\$15,000,000 but less than \$20,000,000.....	\$4,698

\$20,000,000 and over..... \$6,323

EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

Except where otherwise exempt or prohibited by law, a Bidder awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employee spouses, in accordance with City of Key West Code of Ordinances, Section 2-799.

Such certification shall be in writing and shall be signed by an authorized officer of the Bidder and delivered, along with a description of Bidder's employee benefits plan, to the City's Procurement Manager prior to entering a contract.

If the Bidder fails to comply with this section, the City may terminate the contract, and all monies due or to become due under the contract may be retained by the City.

PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, Contractor shall comply with Ch. 119, Fla, Stat, including 119.0701. Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession by the Bidder upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a Bidder does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

If the Contractor has questions regarding the application of Chapter 119, Florida Statute, to the Contractor's duty to provide Public Records relating to this Contract, Contact the City's Custodian of Public Records: City Clerk, 1300 White Street, Key West, FL 33040. Sealed Bids. Sealed replies are exempt from disclosure until the City posts notice of an intended decision or 30 days after opening, whichever is earlier, per §119.071(1)(b)2, Fla. Stat.

NOTE TO BIDDER: Use preferably black ink or typewritten for completing this Bid Form.

BID FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **Building and Structural Repairs to City Facilities**
ITB #25-021

Bidder's contact person for additional information on this bid:

Company Name: D.L. Porter Constructors, Inc.

Contact Name & Telephone #: Gary A. Loer, President (941) 929-9400

Email Address: gary@dlporter.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the bid is made without any connection or collusion with any person submitting another bid on this contract.

The Bidder further declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, and satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that, if their bid is accepted, they will, within ten (10) calendar days—excluding Sundays and legal holidays—after receipt of the Notice of Award, execute the contract in the form attached hereto. At that time, the Bidder shall also provide the City with examples of the Performance Bond and Payment Bond for each project, evidence of all required licenses and certifications, and shall furnish, to the extent of their bid, all necessary machinery, tools, equipment and materials to perform and complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the City, before commencing the work under this contract, the Certificates of Insurance (COI) as specified in these documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within ten (10) calendar days after receiving the Notice to Proceed and to complete the project, in all respects, within one hundred and eighty 270 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the rates identified in the Instructions to Bidders: #17- *Time of Completion* per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that they have received Addenda No's. 01, _____,

_____, _____, _____, _____, _____, _____, _____, _____, _____,
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that their bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit prices. The Bidder agrees that the unit prices represent a true measure of the labor, materials, equipment, and all other costs required to perform each type of work called for in these Contract Documents, including allowances for overhead and profit.

Total payment for each item will be determined by multiplying the unit price by the actual quantity of work performed and accepted by the City. The sum of these calculated amounts will constitute full compensation for the work completed in accordance with the Contract Documents.

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ADDENDUM NO. 1

Building and Structural Repairs for City Facilities

ITB 25-021

This addendum is issued as supplemental information to the Request for Proposal package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal package is hereby amended in accordance with the following items:

1. **Clarification:** The City of Key West hereby issues this clarification regarding payment terms and quantity estimates within the bid documents for this solicitation.

The City acknowledges that due to the nature of spalling repair work, it is difficult to accurately quantify the extent of required repairs prior to construction. Accordingly, payment for work performed under this Contract will be **based on actual quantities of work completed and accepted by the City in the field**, as measured and verified by the City's representative, rather than on the estimated quantities provided in the Proposal Form.

The **Proposal Form** quantities are intended **solely for bidding purposes and as estimates for comparison of bids**. The City makes no representation or warranty as to the accuracy of these estimated quantities. The Contractor shall be compensated for actual quantities of work performed and accepted, calculated by multiplying the **unit price bid for each pay item** by the **measured quantity completed**, in accordance with the applicable specifications and Contract Documents.

This clarification supersedes any conflicting language in the bid documents suggesting otherwise.

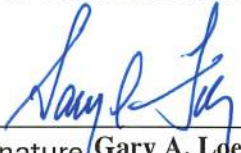
To allow adequate time for all prospective bidders to review and adjust their bids in light of this clarification, the City will issue **Addendum No. 1** to **extend the bid due date to December 3, 2025 @ 3:00 PM**.

2. **Changes to Submission Requirements:** [No Changes]

3. **Updates to Project Timeline:** New Bid Due Date is December 3, 2025 @ 3:00 PM Local Time.

4. **Responses to Questions:** [No Changes]

5. **Additional Resources:** [No Changes]



Signature Gary A. Loe, President

D.L. Porter Constructors, Inc.
Name of Business

D. L. Porter Constructors, Inc.
6574 Palmer Park Circle
Sarasota, Florida 34238

Schedule of values for bid submittal
ITB No. 25 – 021
City of KW
Building and Structural Repairs for City Facilities

12/3/2025

		\$	-
Div. 0	GENERAL CONDITIONS	\$	272,037.76
Div. 1	Mobilization	\$	172,080.00
Div. 2	SITE WORK-DEMOLITION	\$	-
Div. 3	CONCRETE	\$	542,820.00
Div. 4	MASONRY	\$	-
Div. 5	STRUCTURAL STEEL & METALS	\$	20,478.00
Div. 6	WOOD & PLASTICS	\$	840.00
Div. 7	ROOFING & INSULATION	\$	8,160.00
Div. 8	DOORS & WINDOWS	\$	23,827.20
Div. 9	FINISHES	\$	202,524.40
Div. 10	SPECIALTIES	\$	-
Div. 11	EQUIPMENT	\$	-
Div. 12	FURNISHINGS	\$	-
Div. 13	SPECIAL CONSTRUCTION	\$	-
Div. 14	CONVEYING SYSTEMS	\$	-
Div. 21	WET PIPE SPRINKLER SYSTEMS	\$	-
Div. 22	PLUMBING	\$	8,160.00
Div. 23	HEATING VENTILATING AND AIR CONDITIONING	\$	-
Div. 26	ELECTRICAL	\$	65,760.00
	Bond	\$	18,000.20
	Permit Allowance	\$	25,000.00
	Owner's contingency allowance at 201 Williams St.	\$	75,000.00
	Owner's contingency allowance at Fredrick Douglas	\$	7,800.00
		\$	1,442,487.56

PROPOSAL FORM – 201 WILLIAM STREET

The quantities indicated on this Proposal Form are provided solely as estimates for the convenience of the Contractor. The City of Key West makes no representation, warranty, or guarantee regarding the accuracy or completeness of these quantities. It shall be the sole responsibility of the Contractor to verify and ensure that all quantities required to complete the work in its entirety are accurate and sufficient. The Contractor shall bear all risk, responsibility, and cost associated with providing the correct quantities and completing the work.

***ALL REBAR MUST BE CHROMX 9100**

Building and Structural Repair to City Facilities

ITB 25-021

Item No.	Work Description	Unit	Estimated Quantities	Estimated Unit Cost	Extended Total
1	Reconstruct Tie Column (Estimated Size 8x24x16)	CU.FT	96	\$963.85	\$ 92,529.61
2	Reconstruct Tie Column (Estimated Size 12x16)	CU.FT	17	\$897.43	\$ 15,256.32
3	Reconstruct Header (Estimated Size 8x16)	CU.FT	15	\$943.06	\$ 14,145.89
4	Reconstruct Tie Column (Estimated 8x16)	CU.FT	110	\$923.53	\$ 101,588.46
5	Reconstruct Tie Beam (Estimated Size 8x16)	CU.FT	26	\$972.49	\$ 25,284.76
6	Reconstruct Header (Estimated Size 8x12)	CU.FT	15	\$935.57	\$ 14,033.58
7	Reconstruct Tie Column (Estimated Size 12x12)	CU.FT	24	\$909.09	\$ 21,818.17
8	Reconstruct Bond Beam (Estimated Size 12x42)	CU.FT	112	\$914.72	\$ 102,448.65
9	Reconstruct Column (Estimated Size 12x16)	CU.FT	61	\$925.12	\$ 56,432.61
10	Reconstruct Tie Beam (Estimated Size 12x24)	CU.FT	112	\$909.09	\$ 101,818.14
11	Reconstruct Bond Beam (Estimated 8x16)	CU.FT	4	\$961.40	\$ 3,845.61
12	Partial Section Tie Beam Repair	CU.FT	15	\$1,056.99	\$ 15,854.79
13	Partial Section	CU.FT	10	\$2,087.37	\$ 20,873.67

	Header Repair				\$ -
14	Partial Section Repair (Ends of Precast T's)	QTY	6	\$928.79	\$ 5,572.76
15	Partial Section Wall Repair	CU.FT	5	\$940.62	\$ 4,703.08
16	Infill Window	CU.FT	18	\$928.06	\$ 16,705.16
17	Column Patch	CU.FT	2	\$747.99	\$ 1,495.98
18	Wall Patch	CU.FT	4	\$752.92	\$ 3,011.66
19	Route & Seal	LF	121	\$95.17	\$ 11,515.01
				Subtotal: \$	\$ 628,933.93
20	Mobilization & Demobilization (Shall not exceed 10% of Total Bid for 201 William)	LS	1	\$216,891.44	\$ 216,891.44
21	Priming and Painting area of work (primer +two coats latex paint) excludes mural.	LS	1	\$166,917.44	\$ 166,917.44
22	Miscellaneous Electrical / Mechanical (See note #4 below)	LS	1	\$82,884.60	\$ 82,884.60
23	Miscellaneous Plumbing (see note #5 below)	LS	1	\$10,284.95	\$ 10,284.95
24	Miscellaneous Appetences- exterior (See note #6 below)	LS	1	\$75,051.40	\$ 75,051.40
25	Payment and Performance Bond (Full Cost)	LS	1	\$ 18,000.20	\$ 18,000.20
26	Permit Fees (Paid at cost)	LS	1	\$ 25,000.00	\$ 25,000.00
27	Contingency (Only to be used with the City's Written Direction and Approved by the City)	LS	1	\$ 75,000.00	\$ 75,000.00
				Total: \$	\$ 670,030.03

***General Notes:**

1. Interior/ exterior restoration including stucco, concrete, cmu, priming & painting, drywall, flooring and ceiling shall be incidental to the project.
2. Shoring/ reshoring of existing structure and walls shall be incidental to the project.
3. Contractor shall take necessary precautions to preserve mural artwork on exterior of building.
4. Removal/ reattachment including but not limited to: panels, outlets, light fixtures, conduits, condensate, condensers & CCTV equipment, ect.
5. Removal/ reattachment including but not limited to: supply lines, waste lines, beer lines, hose bibs, ect..

6. Removal/ reattachment including but not limited to: overhead doors, walk doors, windows, air curtains, overhangs, gutter and downspouts, ect..

7. Removal/ reattachment including but not limited to: equipment, furniture, games, coolers, ect.

201 WILLIAM STREET BASE BID:

(Includes all demolition, disposal, fixtures, equipment, materials, & labor)

\$ 1,298,963.96

In Words:

One Million Two Hundred Ninety Eight Thousand Nine Hundred Sixty Three Dollars and Ninety Six Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

PROPOSAL FORM – FREDRICK DOUGLAS GYM

The quantities indicated on this Proposal Form are provided solely as estimates for the convenience of the Contractor. The City of Key West makes no representation, warranty, or guarantee regarding the accuracy or completeness of these quantities. It shall be the sole responsibility of the Contractor to verify and ensure that all quantities required to complete the work in its entirety are accurate and sufficient. The Contractor shall bear all risk, responsibility, and cost associated with providing the correct quantities and completing the work.

***ALL REBAR MUST BE CHROMX 9100**
Building and Structural Repair to City Facilities
ITB 25-021

Item No.	Work Description	Unit	Estimated Quantities	Estimated Unit Cost	Extended Total
1	Spalling Concrete Repair	CF	120	\$1,068.01	\$ 128,161.14
2	Window and Roof Flashing Replacement	LS	1	\$7,562.46	\$ 7,562.46
				Subtotal:	\$ 135,723.60
3	Contingency (Only to be used with the City's Written Direction and Approved by the City)	LS	1	\$7,800.00	\$ 7,800.00
				Total: \$	\$ 143,523.60

FREDRICK DOUGLAS GYM BASE BID:

(Includes all demolition, disposal, fixtures, equipment, materials, & labor)

\$ 143,523.60

In Words:

One Hundred Forty Three Thousand Five Hundred Twenty Three Dollars and Sixty Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

List items to be performed by Bidder's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Paint \$110,000.00

Drywall \$27,000.00

Stucco Repairs \$20,000.00

All General prep for Concrete Repairs \$40,000.00

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SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the contract:

Bella Construction of Key West, Inc.

Name

35 Diamond Drive, Key West, FL, 33040
Street City State Zip

Name Gary's Plumbing and Fire , Inc.

6409 2nd Terrace, Unit #1, Key West, FL, 33040
Street City State Zip

Florida Keys Electric, Inc.

Name

905 Overseas Highway, Key West,, FL, 33040
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

SURETY

Liberty Mutual Insurance Company whose address is

175 Berkeley Street, Boston, MA, 02116
Street City State Zip

BIDDER

The name of the Bidder submitting this bid is

D.L. Porter Constructors, Inc. doing business at

6574 Palmer Park Circle, Sarasota, FL, 34238
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

Gary A. Loer, President _____

Coleen Castagna, Corporate Secretary _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set their (its) hand this _____ day of _____ 2025.

of Bidder _____

Signature

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed, and its seal affixed by its duly authorized officers this 13th day of November 2025.

(SEAL)

D.L. Porter Constructors, Inc.
Name of Corporation

By _____

Gary A. Loer

Title _____

President

Attest _____

Coleen Castagna, Corp. Secretary

Sworn and subscribed before this 13th day of November, 20 25

NOTARY PUBLIC, State of FLORIDA, at Large

My Commission Expires: February 24, 2027

EXPERIENCE OF BIDDER

The Bidder states that they are an experienced Contractor and have completed similar projects within the last five (5) years.

(List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary).

See attached		

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RELEVANT EXPERIENCE
MONROE COUNTY

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Basilica School of St. Mary Star of the Sea 724 Truman Ave Key West, FL 33040 Start Date: 1/8/24 Completion Date: 12/6/24	Archdiocese of Miami David Prada, AIA LEED AP Building and Properties Office 9401 Biscayne Blvd Miami Shores, FL 33138 William P. Horn Architect, PA Bill Horn 915 Eaton Street Key West, FL 33040	(305) 762-1033 (305) 296-8302	\$ 5,090,638.95

Modifications and additions to existing 14,000s.f., 3 story historical building on the campus of St. Mary Star of the Sea School Campus in Key West Florida including demolition phased as required, interior structural additions to install new first floor slab with MEP rough-ins, interior stairwell, expanded mezzanine, modifications to existing and added window and storefront openings, 2nd floor expansions and modifications for new stairwell, addition of exterior concrete and masonry ADA ramp, exterior structural addition of new elevator shaft with concrete canopy and exterior stucco finishes as required. Building interior consisted of completely new framing package for walls with heavy gauge framing and stiffeners, insulation and added layered sound attenuation, ceilings and soffits, insulated closed cell foam insulation for building envelope, interior doors and storefronts, railings for stairs, ramps and balcony, new interior folding partition, bath accessories and partitions, new flooring and waterproofing of existing balcony, all new MEP and low voltage systems, new electric and utility service feeds and panels, new hydraulic elevator and new entrance canopy. All work taking place on an active campus creating logistical coordination and scheduling of work tasks, activities, and deliveries to maintain a safe working environment. Project completed 3 months ahead of schedule and under budget.

1800 Atlantic Balcony Repairs 1800 Atlantic Blvd Key West, FL 33040 Start Date: 11/14/2013 Completion Date: 2/12/14	1800 Atlantic-Condo. Association Don Unkart management@1800atlantickw.com 1800 Atlantic Blvd. Key West, FL 33040 Stirling & Wilbur Engineering Brian Stirling 7085 S Tamiami Trail Sarasota, FL 34231	(305) 294-9553 (941) 929-1552	\$ 6,547,062.00
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The renovation of this 278-Unit 2-building structure was primarily to restore the severely damaged and deteriorated condition of the facilities balconies, while also replacing/upgrading all of the sliding glass balcony doors. The challenge here was always maintaining a safe work environment for significant shoring and scaffolding had to remain in place during the totality of the construction process and almost all units remained occupied during construction. The work was conducted during normal business hours with limited interruption to the resident's daily life.

RELEVANT EXPERIENCE
MONROE COUNTY

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
El Rancho Motel (Silver Palms) 830 Truman Avenue Key West, FL 33040 Start Date: 11/15/10 Completion Date: 10/14/10	Tejas Inc. dba El Rancho Motel Tejas Soni tejunut2@gmail.com 803 Truman Avenue Key West, FL 33040 Gonzalez Architects Jose Gonzalez 32 E Bay Street Savannah, GA 31401	(305) 292-9596 Office (912) 201-9888	\$ 5,749,668.33

Formerly known as the El Rancho Motel, ownership contracted D.L. Porter to construct their newest luxury boutique hotel in Key West, which included 50 living units, a fitness room, lobby/reception area, a nicely decorated breakfast/dining area and a modern pool look. This project was completed in just short of 12 months (almost 2 months earlier than projected). The owner's of this property were interested in our directing them towards Green ideas, so with that in mind, DLP integrated into the construction an highly efficient thermostat a/c control system, in-room and out LED lighting, a solar water heating system to supplement the already efficiently designed insta-hot propane water heating system, and aside from the water consumption reducing plumbing devises selected, a reclaim water system to supply all of the facilities toilets as well as all site irrigation needs.

FKAA Kermit Lewin Reverse Osmosis Facility 7000 Front Street Key West, FL 33040 Start Date: 10/27/21 Completion Date: 5/24/24	Florida Keys Aqueduct Authority David Hackworth dhackworth@fkaa 1100 Kennedy Drive Key West, FL 33040 K2M Design Inc. Devon Ayers, RA CPD 1150 Virigina St Key West, FL 33040	(305) 295-2152 (305) 307-5846	\$ 8,294,698.07
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Construction of the Kermit H. Lewin Reverse Osmosis Facility which is an 18,540 sf with 10,768 sf Moderate Hazard Factory Industrial building and 1,285 sf of High Hazard concrete and masonry building, 37' above finish grade. The building sits on a reinforced concrete grade beams over drilled and cast pilings with cast in place reinforced concrete columns. The ground level is open with reinforced concrete slab on grade. The elevated concrete reinforced floor slab, sits at 12' AFF. The processing area floor slab is 18" thick reinforced concrete. The office and chemical storage areas are 8" thick reinforced concrete. The exterior perimeter walls are 12" CMU and the interior demising walls at 8" CMU. All the CMU are reinforced with #6 reinforcing dowels at every cell and filled solid the concrete. There are strategically place cast in place 20" x 24" columns for additional loading and high wind resistance. The Reverse Osmosis room has a ceiling height of 22' AFF and the roof section is precast double T planks with a Carlisle 60 mil TPO insulated and sloped to drain roof system. The office ceiling section is 12' AFF and the chemical room buildings are 14' AFF. Both areas have precast hollow core planks with the Carlisle roof system. The interior is completely built out and air conditioned with office space, full laboratory, mechanical room, storage, men's and women's gang restrooms and shower. Finishes are painted dry wall, ceramic and porcelain tile and the industrial areas have epoxy coating on the walls and floors. The building is also equipped with an elevator. The chemical room building has a full wet fire protection system. The RO room is equipped with a specialized ventilation system with fiberglass duct work. Also, the RO room has a trap door access to the ground level with a 5-ton capacity bridge crane. The structure has a basic wind design capable of wind gusts of 200 MPH. The Project is equipped with a separate generator building with fuel storage tanks capable of powering the entire building with all the equipment so the facility will continue to operate under the most severe conditions.

RELEVANT EXPERIENCE
MONROE COUNTY

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
FKAA Rockland Key Workshop & Office Building 157 Toppino Industrial Drive Rockland Key, FL 33040 Start Date: 6/9/21 Completion Date 4/16/22	Florida Keys Aqueduct Authority Justin Dacey jdacey@fkaa 1100 Kennedy Drive Key West, FL 33040	(305) 295-2151	S 1,024,028.81
	K2M Design Inc. Devon Ayers, RA CPD 1150 Virigina St Key West, FL 33040	(305) 307-5846	

The Work consists of the demolition and construction of an approximately 4,800 square foot garage building located at the FKAA Rockland Key property in Monroe County, Florida. The Base Bid includes a new development including a ground floor two-story tilt-up exterior wall garage building. The Alternate Bid includes an elevated single floor office/administration building. The garage will be tilt-up wall construction while the office building will be col-umn/beam with CMU infill. The site has an existing garage that will be replaced with the new garage structure and maintain the existing footprint. Minor upgrades to the parking layout will be included and the project to follow FBC and Monroe County standards.

Florida Keys Marathon Airport Rental Car Wash Facility 9000 Overseas Highway Marathon, FL 33050 Florida DOT Project: G0G88 Monroe Co DPW Project: GAMD78 Start Date: 6/25/19 Completion Date: 3/21/20	Monroe County Board of County Commissioners Beth Leto leto-beth@monroecounty-fl.gov 5100 College Road Key West, FL 33040 McFarlan Johnson John Mafera 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040	(305) 809-5239	Office	S	1,204,965.88
		(321) 431-7029			

Construction of new 4-bay concrete block Rental Car Wash facility

Florida Keys SPCA New Facility 5711 College Road Key West, FL 33040 Start Date: 12/5/16 Completion Date: 12/19/18	Florida Keys SPCA Jane Dawkins jane@fkspea.org 5230 College Road Key West, FL 33040 Bacon Group, Inc. 2641 Sunset Point Rd. Clearwater, FL 33759	(305) 294-4857	Office	S	6,060,946.56
		(727) 725-0111			

This new 2-story 23,784 sf masonry and concrete structure resulted in a complete, habitable, weather-proof, safe and secure finished building suitable for human and animal occupancy as was intended. Im-provements included all typical site/civil, landscape, irrigation lighting, architectural finishes inside and out, struc-tural, mechanical, plumbing, electrical and fire protection work.

RELEVANT EXPERIENCE
MONROE COUNTY

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
H2O Hotel 1212 Simonton Street Key West, FL 33040	Casa Marina-1120 Simonton St LLC Steve Wilson swilson@meisel-cohen.com 6000 Executive Blvd., Suite 700 Rockville, MD 20852	(301) 881-7800	\$ 9,440,218.77
Start Date: 10/26/2015 Completion Date: 6/3/16	Peter Pike Architect Peter Pike 471 US Hwy 1, Suite 101 Key West, FL 33040	(305) 296-1692	

The construction of this new 2-story, 22-unit boutique hotel included many feature not found elsewhere including a decorative 3 story waterfall. All ground level units came with their own private plunge pools varying in size, and very upscale interiors packages. Between buildings one would find a modern design courtyard fountain feature, and lush landscaping. Last there is a cast-in-place parking garage with adjoining entrance lobby, the 2nd level included a gym, owners apartment/conference room, maintenance offices, and storage room, and on the roof, there is a stainless-steel tiled swimming pool, tanning deck and patrons bar.

Key West Airport Departure Hall Renovation 3471 S Roosevelt Blvd Key West, FL 33040	Monroe County Board of County Commissioners Beth Leto leto-beth@monroecounty-fl.gov 5100 College Road Key West, FL 33040	(305) 809-5239 Office	\$ 1,896,219.91
Project #: GAKAP 154			
Start Date: 2/10/20 Completion Date: 2/9/21	Jacobs Ryan Forney 3750 NW 87th Ave Miami, FL 33178	(561) 882-5009	

Selective demolition, concrete, block, bar joist, metal decking, metal framing, insulation, dry-wall, ceramic tile, EIFS, stucco, modified bituminous membrane roofing, HM frames, wood, and aluminum doors, storefronts, acoustical ceilings, tile carpet, painting, signage, toilet com-partments and accessories, fire protection, plumbing, electric, HVAC, electronic security.

RELEVANT EXPERIENCE
MONROE COUNTY

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Key West Airport Storage Maintenance Facility 3471 S Roosevelt Blvd Key West, FL 33040	Monroe County Board of County Commissioners Beth Leto leto-beth@monroecounty-fl.gov 5100 College Road Key West, FL 33040	(305) 809-5239 Office	\$ 2,375,633.00
Florida DOT Project: G1088 Monroe Co DPW Project: GAKD143	McFarlan Johnson John Mafera 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040	321-431-7029	
Start Date: 10/26/20 Completion Date: 4/11/21			

This project consists of the construction of a reinforced concrete elevated deck for vehicle maintenance and storage building and structural steel framed roof. The building is to be located immediately West of the existing parking deck of the Key West International Airport. Specific quantities are listed in the plans, and generally consist of approximately a 8,700 square foot (sf) parking deck and associated stair and concrete partial height walls, a 5300 sf steel framed roof structure, and associated electrical service, luminaires and poles, and access control devices, and all other incidental construction items necessary to complete the project.

KWIA Customs Terminal Annex 3471 S Roosevelt Blvd Key West, FL 33040	Monroe County Board of County Commissioners Beth Leto leto-beth@monroecounty-fl.gov 5100 College Road Key West, FL 33040	(305) 809-5239 Office	\$ 3,199,911.39
Start Date: 9/30/20 Completion Date: 7/5/21	McFarlan Johnson John Mafera 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040	321-431-7029	

D.L. Porter Constructors served as the general contractor for the renovations of the existing Terminal Building Annex which houses the US Customs & Boarder Protection Facility (CBP).

RELEVANT EXPERIENCE
MONROE COUNTY

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Key West Fire Station #2 616 Simonton Street Key West, FL 33040 Start Date: 12/2/13 Completion Date: Phase 1 12/30/14 Phase 2: 5/8/15	City of Key West Gary Volencec city_engineering@cityofkeywest-fl.gov 1300 White Street Key West, FL 33040 MBI K2M Architecture Inc. Anthony Sarno 1001 Whitehead St. Key West, FL 33040	(305) 809-3965 Office (305) 292-7722	\$ 6,326,649.29

D.L. Porter Constructors was contracted by the City of Key West to complete its latest fire station downtown "Fire Station #2", which was completed in 2 phases to allow their existing facility to remain open until the new structure was completed. Once ready the fireman took occupancy; their old facility was then demolished and a new parking lot for the city's use was developed. This 2-story structure consists of 9,140 sf, included is a state-of-the-art 3-bay fire station with a Emergency Operations facility, elevator, numerous offices, gym, housing for 12 person crew, restrooms, and full kitchen.

Kosloske Residence Start Date: 5/13/19 Completion Date: 10/29/21	Michael Kosloske 16211 Villarreal de Avilla Tampa, FL 33613 William P. Horn Architect, PA Bill Horn 915 Eaton Street Key West, FL 33040	(813) 431-4724 (305) 296-8302	\$ 9,291,245.52
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Construction of new 9,180 sf single family residence including docks, pickleball and bocce ball courts.

Santa Maria Hotel 1212 Simonton Street Key West, FL 33040 Start Date: 3/8/06 Completion Date: 2/2/07	Santa Maria Sales Office Steve Wilson swilson@meisel-cohen.com 6000 Executive Blvd., Suite 700 Rockville, MD 20852 Gonzalez Architects Jose Gonzalez 32 E Bay Street Savannah, GA 31401	(301) 881-7800 (912) 201-9888	\$ 12,684,246.00
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D.L. Porter played a key role in the design/development process of this modern "South Beach" style 35 unit hotel-condominium project. This 1 year construction project features exclusive 2 Bedroom / 2 Bathroom units, a fitness facility, an in-vogue pool area and trendy restaurant, which is another example of the creativity and quality our firm provides its clients.

RELEVANT EXPERIENCE
MONROE COUNTY

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Southernmost on the Beach (Atlantic Shores) Southernmost Gingerbread House Southernmost Restroom Renovations Southernmost Pier 1319 Duval Street Key West, FL 33040	Southernmost Beach Motel, Ltd. Dale Rands 1319 Duval St. Key West, FL 33040 Peter Pike Architects Peter Pike 3 Tamarind Dr.(O/N Address) 819 Peacock Plaza PMB 409 Key West, FL 33040	(248) 321-5900 Office (248) 762-5595 Cell (305) 296-1692	\$ 19,755,609.05

Construction of new 4-star, 87-unit hotel resort complex completed in 13 months (3 months ahead of schedule), which included in excess of 45,000 sf air-conditioned space, a new lobby/check-in reception area, fitness center, and offices for managerial staff, and their maintenance operation. This facility has been recognized by the Florida Dept. of Environmental Protection as the largest independently owned Green Lodge in the Florida Keys and has also received the prestigious "One Palm Designation" by the Green Lodging Association of Florida.

Staybridge Suites 301 E Bay Street Savannah, GA 31401	Savannah Hospitality Group, LLC James Holt jsh@clarksonfl.com 3100 University Blvd S, Suite 200 Jacksonville, FL 32216	(904) 359-0045 Office	\$ 8,187,718.00
Start Date: 12/1/04 Completion Date: 12/31/05	Gonzalez Architects Jose Gonzalez 32 E Bay Street Savannah, GA 31401	(912) 201-9888	

This 104 room all suites hotel consists of a new 5 story tower, attached to an existing two story historic tobacco warehouse, totally restored to serve as reception, conference, general office and dining area with hotel rooms and fitness center on the 2nd floor. The site is located in historic downtown Savannah, GA.

Truman Hotel 611 Truman Avenue Key West, FL 33040	Truman Hotel, Inc. William O Kemp, President william@pinewood.consulting	(305) 296-2588 Office	\$ 5,175,133.00
Start Date: Completion Date: 2/14/07	William P. Horn Architect, PA Bill Horn 915 Eaton Street Key West, FL 33040	(305) 296-8302	

This 35 unit boutique hotel includes 5 structures and a new swimming pool with varying room types with sophisticated finishes. The work was completed in two phases with phase one including extensive renovation work, the remodeling of a historic house as well as including the installation of a new structure. The second phase involved the creation of a new unique multi-tiered structure with 2 stories of suites above a new parking garage. The City of Key West has recognized the facility for its distinct design and character by awarding it the Beautification Award. It's now known as the Hip Hotel in Key West, FL.

RELEVANT EXPERIENCE
MONROE COUNTY

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Truman Waterfront Park Amphitheater 21 East Quay Road Key West, FL 33040 Start Date: 3/8/17 Completion Date: 4/15/18	City of Key West Gary Volenec city_engineering@cityofkeywest-fl.gov 1300 White Street Key West, FL 33040	(305) 809-3965 Office	\$ 3,547,199.26
	Bermello Ajamil & Partners Inc Scott Bakos 900 SE 3rd Ave, Ste 203 Ft. Lauderdale, FL 33316	(954) 627-5109	

Construction of new outdoor Amphitheater including disposal of encountered contaminated soil, site work (including a curved berm and use of stockpiled soil), utility work (demolition, relocation and new work), construction of an amphitheater (stage, back wall, columns, roof and associated stairs and ramps) back of house and loading / service area, pre-engineered / pre-manufactured bathroom facility, roadways, ADA parking spaces across the street, sidewalks, pedestrian paths, site lighting, landscape and irrigation.

Truman Waterfront Mole Pier ECP 21 East Quay Road Key West, FL 33040 Start Date: 11/8/21 Completion Date: 6/24/22	City of Key West Ian McDowell cimcdowell@cityofkeywest-fl.gov 1300 White Street Key West, FL 33040	(305) 809-3753 Office	\$ 3,664,721.00
	Bermello Ajamil & Partners Inc Scott Bakos 900 SE 3rd Ave, Ste 203 Ft. Lauderdale, FL 33316	(954) 627-5109	

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ Five Percent (5%) of the
Total Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that D.L. Porter Constructors, Inc.

6574 Palmer Park Circle, Sarasota, FL 34238

Hereinafter called the Principal, and Liberty Mutual Insurance Company

a corporation duly organized under the laws of the State of Massachusetts

having its principal place of business at 175 Berkeley Street, Boston, MA 02116

_____ in the State of Massachusetts,

and authorized to do business in the State of Florida, as Surety, are held and firmly bound unto

City of Key West, 1300 White Street, Key West, FL 33040

hereinafter called the Obligee, in the sum of Five Percent (5%) of the Total Amount Bid

Dollars (\$ 5% total amount bid) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS the Principal is herewith submitting his or its bid for

ITB # 25-021 / Building and Structural Repairs of City facilities said bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment,

machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the Contract Documents, entitled:

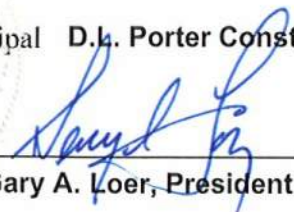
ITB 25-021 / Building and Structural Repairs of City Facilities

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City for the performance of said contract, within ten (10) working days after written notice having been given of the award of the contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written contract with the Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to one hundred (100) percent of the base bid, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 12th day of November, 2025.

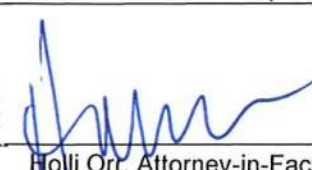
Principal **D.L. Porter Constructors, Inc.**

By 
Gary A. Loer, President

STATE OF Florida)
: SS
COUNTY OF Sarasota)

Liberty Mutual Insurance Company

Surety

By 
Holly Orr, Attorney-in-Fact



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213389-986514

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Holli Orr; Jennifer Westmoreland; Krystal L. Stravato; Wes Williams

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2025.

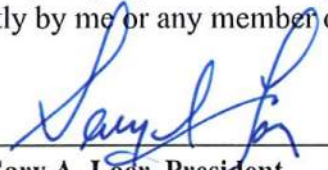


By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

ANTI – KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF SARASOTA)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Gary A. Loer, President
D.L. Porter Constructors, Inc.

Sworn and subscribed before me this 12th day of November, 2025.

NOTARY PUBLIC, State of FLORIDA at Large


Kim Dryden



My Commission Expires: **February 24, 2027**

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF SARASOTA)

I, the undersigned hereby declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the bid is made without any connection or collusion with any person submitting another bid on this contract.

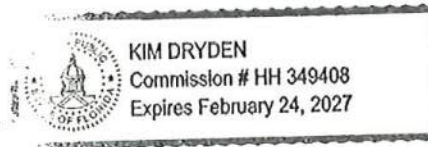
By: 
Gary A. Loer, President
D.L. Porter Constructors, Inc.

Sworn and subscribed before me this

12th day of November, 2025.



NOTARY PUBLIC, State of Florida at Large



My Commission Expires: February 24, 2027

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with bid or proposal for ITB 25-021 Building and
Structural Repairs for City Facilities

2. This sworn statement is submitted by D.L. Porter Constructors, Inc.
(Name of entity submitting sworn statement)

whose business address is 6574 Palmer Park Circle, Sarasota FL 34238

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0848440

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement _____)

3. My name is Gary A. Loer
(Please print name of individual signing)

and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

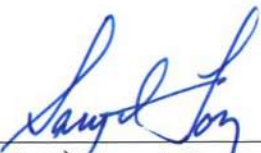
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


(Signature) Gary A. Loer, President
November 12, 2025
(Date)

STATE OF FLORIDA

COUNTY OF SARASOTA

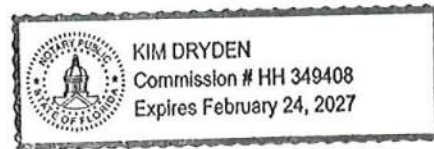
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Gary A. Loer, President who, after first being sworn by me, affixed (his) ~~mark~~
(Name of individual signing)

Signature in the space provided above on this 12th day of November, 2025.

My commission expires: **February 24, 2027**


NOTARY PUBLIC



INDEMNIFICATION

To the fullest extent permitted by law, the Bidder expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder, its Subcontractors or persons employed or utilized by them in the performance of the contract. Claims by indemnitees for indemnification shall be limited to the amount of Bidder's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Bidder or of any third party to whom Bidder may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

INDEMNIFICATION ACKNOWLEDGMENT

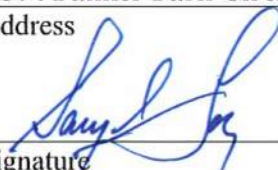
The undersigned Bidder acknowledges that indemnification of the City of Key West is governed exclusively by Article 35 – INDEMNITY of the Conditions of the Contract, which is incorporated into and made a part of the Contract Documents. By signing below, the Bidder agrees to be bound by that Article if awarded the Contract.

BIDDER : D.L. Porter Constructors, Inc.

SEAL:

6574 Palmer Park Circle, Sarasota, FL 34238

Address


Signature

Gary A. Loer

Print Name

President

Title

DATE: November 12, 2025

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name:

D L Porter Constructors Inc

Location Address:

1805 Staples Ave 103, Key West, FL 33040

License NBR/Class:

LIC2019-000387

BTR LICENSES AND PERMITS

Expiration Date:

09/30/2026

BTR - General Contractor

Comments:

Restrictions:

CGCA51066 (08/31/26) SEE AEC-2196

This document must be prominently displayed.

D L Porter Constructors Inc

C/O GARY LOER 6574 PALMER PARK CIRCLE SARASOTA
FL 33040

GARY LOER

C/O GARY LOER 6574 PALMER PARK CIRCLE SARASOTA FL 33040

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

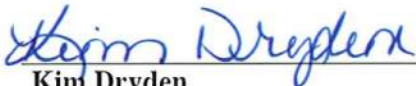
STATE OF FLORIDA)
 : SS
COUNTY OF SARASOTA)

I, the undersigned hereby duly sworn, depose and say that the firm of D.L. Porter Constructors, Inc.
 provides benefits to domestic partners of its employees on the same basis
 as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 
 Gary A. Loer, President

Sworn and subscribed before me this

12th Day of November, 2025.


 Kim Dryden



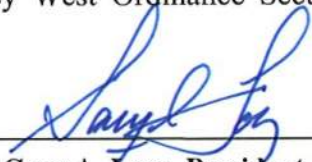
NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: February 24, 2027

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF SARASOTA)

I, the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of D.L. Porter Constructors, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

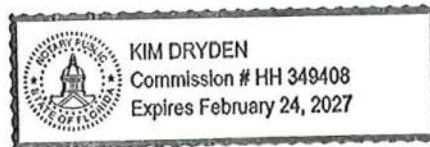


Gary A. Loer, President
D.L. Porter Constructors, Inc.

Sworn and subscribed before me this
12th Day of November, 2025.



Kim Dryden



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: February 24, 2027

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

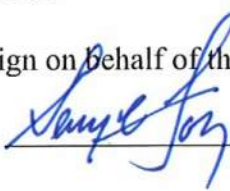
Respondent Vendor Name: D.L. Porter Constructors, Inc.
Vendor FEIN: 65-0848440
Vendor's Authorized Representative Name and Title: Gary A. Loer, President
Address: 6574 Palmer Park Circle
City: Sarasota State: FL
Zip: 34238
Phone Number: [941] 929-9400
Email Address: gary@dlporter.com

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: Gary A. Loer, President,
Print Name Print Title

who is authorized to sign on behalf of the above-mentioned company.

Authorized Signature: 

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES

Entity/Vendor Name: D.L. Porter Constructors, Inc.

Vendor FEIN: 65-0848440

Vendor's Authorized Representative: Gary A. Loer, President
(Name and Title)

Address: 6574 Palmer Park Circle

City: Sarasota State: FL Zip: 34238

Phone Number: [941] 929-9400

Email Address: gary@dlporter.com

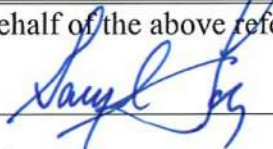
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Gary A. Loer, President, who is
authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: Gary A. Loer

Title: President

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

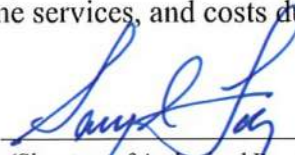
By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

November 12, 2025

Date


(Signature of Authorized Representative)
Gary A. Loer, President

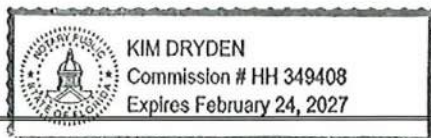
State of FLORIDA,
County of SARASOTA,

Personally Appeared Before Me, the undersigned authority, Gary A. Loer, President who, ☒ being personally know or ☐ having produced his/her signature in the space provided above on this 12th day of November 20 25.


Signature, Notary Public

February 24, 2027
Commission Expires

Stamp/Seal:



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and **D.L. Porter Constructors, Inc. (Employer)**. The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1798740

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1798740

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the Immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(l)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer D.L. Porter Constructors, Inc.	
Name (Please Type or Print) Coleen Castagna	Title
Signature Electronically Signed	Date 02/18/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/18/2022



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	D.L. Porter Constructors, Inc.
Company Facility Address	6574 Palmer Park Circle Sarasota, FL 34238
Company Alternate Address	6574 Palmer Park Circle Sarasota, FL 34238
County or Parish	SARASOTA
Employer Identification Number	650848440
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Coleen Castagna
Phone Number 9419299400
Fax
Email coleen@dlporter.com



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This list represents the first 20 Program Administrators listed for this company.

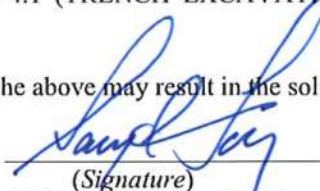
Trench Safety

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. <u>Trench Box</u>	<u>Each</u>	<u>1</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ <u>1,000.00</u>				

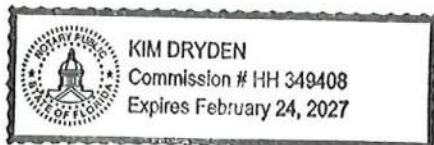
If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.


(Signature)
D.L. Porter Constructors, Inc.
(Company Name)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of November, 2025 by Gary A. Loer, President (name and title of corporate officer) of D.L. Porter Constructors, Inc. (name of corporation), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. (He)she is personally known to me or has produced _____ (type of identification) as identification.



My commission expires:
February 24, 2027


(signature line for notary public)
Kim Dryden
(name of notary typed, printed or stamped)

(title or rank)
HH 349408
(serial number, if any)

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

- | | | |
|-----|--|-------|
| 1. | All Contract Documents are thoroughly read and understood. | [x] |
| 2. | All blank spaces in bid filled in, using black ink or typewritten. | [x] |
| 3. | Total and unit prices added correctly and attached Schedule of Values | [x] |
| 4. | Addenda acknowledged. | [x] |
| 5. | Subcontractors are named as indicated in the bid. | [x] |
| 6. | Experience record included. | [x] |
| 7. | Bid signed by authorized officer and notarized. | [x] |
| 8. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [x] |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [x] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within ten (10) calendar days after receiving a Notice of Award. | [x] |
| 11. | Bid submitted intact with 1 original, and 2 flash drives as stated in the Invitation to Bid. | [x] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labelled in conformance with the instructions in the Invitation to Bid. | [x] |
| 13. | Bid Certifications and Affidavits signed and notarized, where applicable. | [x] |



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LOER, GARY ALAN

D L PORTER CONSTRUCTORS INC
6574 PALMER PARK CIRCLE
SARASOTA FL 34238

LICENSE NUMBER: CGCA51066

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/23/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026**

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER
Mailing Address:
6574 PALMER PARK CIR
SARASOTA, FL 34238

Business Location: 1805 STAPLES AVE 103
KEY WEST, FL 33040
Business Phone: 941-929-9400
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 20

STATE LICENSE: CGCA51066

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid WRB-24-00084614 07/15/2025 50.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency Bouchard Region 1 N. Dale Mabry Hwy, Suite #450 Tampa, FL 33609	CONTACT NAME: Certificate Specialist PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL: MMABouchard.Certificates@MarshMMA.com ADDRESS: MMABouchard.Certificates@MarshMMA.com
INSURED D L Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238-2777	INSURER(S) AFFORDING COVERAGE INSURER A : Mesa Underwriters Specialty Insurance C 36838 INSURER B : Palomar Excess and Surplus Ins Co 16754 INSURER C : Amerisure Mutual Insurance Company 23396 INSURER D : Infinity Assurance Insurance Company 39497 INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	MP0082001009266	01/01/2025	01/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			50000810401	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	PESXS013805	01/01/2025	01/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC20807451203	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased/Rented Equipment			IM205936417	01/01/2025	01/01/2026	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract, Certificate Holder is an additional Insured with respect to General Liability (including ongoing and completed operations), and Umbrella Liability, subject to the terms, conditions and exclusions of the policies.

When required by written contract, waiver of subrogation applies in favor of Certificate Holder with (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Key West
P.O. Box 1409
Key West, FL 33041-1409

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

DESCRIPTIONS (Continued from Page 1)

respect to General Liability, Umbrella Liability, and Workers Compensation, subject to the terms, conditions and exclusions of the policy.

Coverage is primary as respects to General Liability and Umbrella Liability; and non contributory as subject to the terms, conditions and exclusions of your policy.

Umbrella follows form in respects to General Liability, Automobile Liability and Employers Liability.

Proprietors/Partners/Executive Officers/Members Excluded:

Gary Loer, President

It is agreed by endorsement to the policies that these policies shall not be canceled by the Insurance Carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first Named Insured elects to non-renew.